

State of Washington Contracts & Procurement Division Department of Enterprise Services P.O. Box 41411 Olympia, WA 98504-1411	CONTRACT AMENDMENT	
	Contract No.:	10521
	Amendment No.:	1
MODUS EDISCOVERY, INC. 92 Cornerstone Drive, #403 Cary, NC 27519	Effective Date:	03/24/2023

**FIRST AMENDMENT
TO
STATEWIDE CONTRACT NO. 10521
Discovery Services**

This First Amendment ("Amendment") to Contract No. 10521 is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("State") and Modus eDiscovery, Inc. a South Carolina corporation ("Contractor") and is dated and effective as of March 24, 2023.

RECITALS

- A. State and Contractor (collectively the "Parties") entered into that certain Contract No. 10521 for Process Server Services dated effective as of January 1, 2023 ("Contract").
- B. The amendment set forth herein is within the scope of the Contract.
- C. The Parties now desire to amend the Contract as set forth herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth herein, the Parties hereby agree to amend the Contract, as follows:


1. **TERM.** Section 1 of the Contract (Term) is hereby amended by deleting the existing Section 1 in its entirety and inserting the following in lieu thereof:
 1. Term. The term of this Master Contract is twenty-four (24) months with the option to extend for thirty-six (36) months, commencing January 1, 2023 and ending December 31, 2025. Maximum term for this contract ends December 31, 2028.
2. **NO CHANGE OTHER THAN AMENDMENT.** Except as amended herein, the Contract is unaffected and remains in full force and effect.
3. **INTEGRATED AGREEMENT; MODIFICATION.** This Amendment constitutes the entire agreement and understanding of the Parties with respect to the subject matter and supersedes all prior negotiations and representations. In the event of any conflict between this Amendment and the Contract or any

earlier amendment, this Amendment shall control and govern. This Amendment may not be modified except in writing signed by the Parties.


4. **AUTHORITY.** Each party to this Amendment, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Amendment and that its execution, delivery, and performance of this Amendment has been fully authorized and approved, and that no further approvals or consents are required to bind such party.
5. **ELECTRONIC SIGNATURES.** An electronic signature or electronic record of this Amendment or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Amendment or such other ancillary agreement for all purposes.
6. **COUNTERPARTS.** This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Amendment at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Amendment.

EXECUTED AND EFFECTIVE as of the day and date first above written.

MODUS EDiscovery, Inc.
A SOUTH CAROLINA CORPORATION

By: 
Name: Steven Horan
Title: CEO
Date: 03/29/2023

STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 
Name: Julia Bang
Title: Contract Specialist
Date: 03/23/2023